

Community Gardens at Secaucus Xchange Application Form and Guidelines

- If you must abandon the plot for any reason, you will notify the garden leadership.
- Each gardener is responsible for the maintenance and upkeep of their garden plot. Watering, weeding, harvesting and any other garden related maintenance are all the responsibility of the gardener. Gardeners may arrange for other gardeners to water their plots.
- Garden plots should be cared for at least once a week. It is the gardener's responsibility to notify the coordinator if he or she is not able to care for their plot in any given week. If any plot remains unattended for more than three weeks that plot is subject to reassignment.
- The application of herbicides (weed killers) to the garden plots is prohibited.
- Keep trash out of the plot, and respect neighboring plots.
- Do not bring pets to the garden.
- Do not plant illegal or poisonous plants.
- Do not garden after sundown.
- Children are welcome in the garden but must be accompanied by an adult and must be supervised at all times.
- Gardeners are responsible for maintaining pathways surrounding their garden plot.
- Gardeners are responsible for the bed number in which they are assigned.
- Be considerate of your neighbors. Do not plant sprawling or tall crops that might interfere with other plots.
- Harvest ONLY from your assigned plot.
- Place all weeds, plant residue, and organic waste in designated compost areas only.
- Please take trash and litter and discard in any waste containers.
- At the end of the growing season, gardeners are responsible for clearing their plot of all plant material and leaving the plot as they found it in the spring.
- Please make every effort to follow all gardeners' guidelines rules and regulations.

Garden Plot Registration for Secaucus Community Garden at Secaucus Xchange

Name _____ Date _____

Address _____

City _____ Zip _____

Phone (home) _____ (cell) _____

E-mail _____

Would you like to volunteer with our Community Garden Committee? ____ Yes ____ No

Would you be interested in one or two plots? (Each bed is 6 feet by 4 feet) _____

Please mark three areas that you would be interested in volunteering with during the season.
Each gardener is expected to help during the season with general chores.

- ____ Site maintenance
- ____ Path Maintenance
- ____ Construction projects
- ____ Fall cleanup
- ____ Composting
- ____ Social events

I have read the attached Community Garden Rules and understand that failure to meet the guidelines will result in loss of gardening privileges. Please be sure to sign the attached insurance waiver.

Signature _____ Date _____

This form can be scanned and sent to anesheiwat@secaucus.net. It can also be dropped off at the lobby in 5000 Xchange building or the Secaucus Town Hall located at 1203 Paterson Plank Road.

XCHANGE COMMUNITY GARDEN

REVOCABLE LICENSE

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This Agreement sets out the rules that govern the XChange Community Garden (“Garden”) in Secaucus, NJ, owned by Fraternity Meadows, LLC (“Owner”), a limited liability company of the State of New Jersey, having its principal office at 90 Woodbridge Center, Woodbridge, New Jersey 07095.

In consideration for being granted permission to garden at the Community Garden, I, the undersigned, hereby agree to the following rules:

1. USE OF GARDEN PLOT

1.1 Plot. I agree that Owner has granted to me a temporary license to garden in plot _____ (“Plot”) in the Garden. My immediate family members may garden with me as my guests. The Owner retains ownership of the property used for the Garden and does not guarantee the on-going use of the property for gardening in the future.

1.2 Free Use of Plot. No fee is being charged by Owner for my use of the Plot.

1.3 No Transfers. I agree to not let anyone, other than my immediate family, use the Garden unless the Owner consents in writing.

1.4 No Refund or Reimbursement. I understand that I will not get a refund or reimbursement for my expenses, or any other costs or losses, if the Owner terminates my right to garden, even if I spend time and money on the Garden. I understand that only me and no one else, including my family, has any rights under this Agreement.

2. INDEMNITY AND WAIVER OF LIABILITY

2.1 Awareness of Risk. I understand that participating in the Garden has a risk of injury to me or my guests and damage to my personal property. The risks could be caused by me, other gardeners, or the Owner of the property on which the Garden is located. The risks could also come from the condition of the land where the Garden is located, or the equipment and tools available at the Garden, or the weather or other environmental or local conditions. I also understand that hazardous conditions may exist at the Garden and that other gardeners may be unskilled. In exchange for my right to participate in the Garden, I assume full responsibility for and risk of bodily injury or property damage incurred by myself arising either directly or indirectly from participation in the Garden, from any cause whatsoever, whether caused by Owner’s active or passive negligence or otherwise.

2.2 Assumption of Risk. I agree to release, waive and discharge the Owner, and its officers, agents, employees, representatives, contractors or subcontractors, or their employees from any and all claims or demands of any kind and from all liability, penalties, costs, losses, damages, expenses, claims, or judgments (including attorney’s fees) resulting from injury, death or damage to any visitor, third parties or property of any kind, which injury, death or damage arises out of or is in any way connected directly or indirectly to my participation in the Garden, whether caused by the Owner’s active or passive negligence or otherwise. I understand that this release extends to

claims that I do not know or do not expect to exist at the time of the signing of this release. I understand that the Owner would not permit me to participate in the Garden without my agreeing to these waivers and releases.

2.3 Hold Harmless. I agree to protect, hold free and harmless, defend and indemnify the Owner from any and all claims or demands of any kind and from all liability, penalties, costs, losses, damages, expenses, claims, or judgments (including attorney's fees) resulting from injury, death or damage to any visitor, third parties or property of any kind, which injury, death or damage arises out of or is in any way connected directly or indirectly to my participation in the Community Garden, whether caused by the owner's active or passive negligence or otherwise. This indemnity shall include, without limitation, reasonable attorneys', experts' and consultants' fees, investigation costs, and all other reasonable costs incurred by the Owner.

2.4 Termination. I expressly acknowledge that the permission granted hereunder is freely revocable by the Owner, in the Owner's sole and absolute discretion, upon ten (10) days notice given by regular mail to the address listed below or to the email address listed below. In view of such fact, I expressly assume the risk of making any expenditure in connection with this permission, even if such expenditures are substantial.

2.5 Failure to Comply with Agreement or Garden Rules. I confirm that I have read a copy of the Garden Rules attached to this Agreement and that I agree to comply with them. If I fail to obey the Agreement or the Garden Rules, the Owner may terminate my right to garden.

GARDENER:

By: _____
(signature)

Date: _____

Name: _____

Address: _____

Email: _____